This Instrument was prepared by:

R. Shan Paden
PADEN & PADEN
Attorneys at Law
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

LEN B. SHANNON, III 713 MILL SPRINGS PLACE BIRMINGHAM, AL 35244 03/14/2000-08046 03/14/2000-08046 9:23 AM CERTIFIE

1.166

STATE OF ALABAMA)

**COUNTY OF SHELBY)** 

## WARRANTY DEED

Know All Men by These Presents: That in consideration of THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED and 00/100 (\$337,500.00) DOLLARS to the undersigned grantor, L & P CONTRACTING, L.L.C. an Alabama Limited Liability company, in hand paid by the GRANTEES herein, the receipt of which is hereby acknowledged, the said GRANTOR, does by these presents, grant, bargain, sell and convey unto STACY D. SHANNON, A MARRIED PERSON, (herein referred to as GRANTEES, whether one or more) the following described real estate, situated in SHELBY County, Alabama, to-wit:

LOT 4, ACCORDING TO THE SURVEY OF MILL SPRINGS ESTATES, 2<sup>ND</sup> SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 95, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

## SUBJECT TO:

- TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1999 WHICH CONSTITUTES A LIEN BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 2000.
- 2. A 35 FOOT BUILDING SET BACK LINE AS SHOWN BY RECORD PLAT.
- 3. A 25 FOOT EASEMENT OVER THE REAR OF SUBJECT PROPERTY AS SHOWN BY RECORDED PLAT.
- 4. RESTRICTIONS AS SHOWN IN MAP BOOK 25, PAGE 95.
- 5. GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS AS SET FORTH IN INSTRUMENT #1999-18863.
- 6. NON-EXCLUSIVE EASEMENT FOR INSTALLATION AND MAINTENANCE REGARDING SEWAGE DISPOSAL SYSTEM AS SET FORTH IN INSTRUMENT #1999-31032.
- 7. COVENANTS IN FAVOR OF SHELBY COUNTY HEALTH DEPARTMENT REGARDING SEWAGE DISPOSAL SYSTEM AS SET FORTH IN INSTRUMENT #1999-31032.
- 8. TRANSMISSION LINE PERMIT(S) GRANTED TO ALABAMA POWER COMPANY RECORDED IN VOLUME 101, PAGE 570 AND VOLUME 220, PAGE 67.
- 9. RELEASE OF DAMAGES AS SET FORTH IN DEED FROM O'NEAL STEEL, INC. RECORDED IN INSTRUMENT #1997-23616.

\$252,700.00 of the consideration herein was derived from a mortgage closed simultaneously herewith.

TO HAVE AND TO HOLD Unto the said GRANTEES, their heirs and assigns, forever.

And said GRANTOR does for itself, its successors and assigns, covenant with the said GRANTEES, his, her, or their heirs and assigns, that it is lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall warrant and defend the same to the said GRANTEES, his, her, or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, L & P CONTRACTING, L.L.C., by its MANAGING MEMBER, DAVID P. LEONARD who is authorized to execute this conveyance, has hereunto set its signature and seal, this the 6th day of March, 2000.

L & CONTRACTING, Later

DAVID P. LEONARD, MANAGING MEMBER

STATE OF ALABAMA)

**COUNTY OF SHELBY)** 

## ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that DAVID P. LEONARD, whose name as MANAGING MEMBER of L & P CONTRACTING, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this the girl day of MARCH, 2000.

Notary Public

My commission expires:

Inst \$ 2000-08046

03/14/2000-08046 09:23 AM CERTIFIED SMELDY COUNTY JUNE OF PROMATE 002 CJI %.00